



**CITY OF LEON VALLEY, TEXAS**

**REQUEST FOR PROPOSALS**

**FOR**

**EMS BILLING AND FEE RECEIVING SERVICES**

## INTRODUCTION

The City of Leon Valley is currently seeking a qualified firm to provide EMS billing, fee receiving services, analytical services, and debt collection services for the City of Leon Valley Fire Department's Emergency Medical Service. This includes complete management of the billing process from patient treatment to account closure. The City intends to select a billing firm experienced in field data collection software and hardware, EMS billing, fee collection, and debt collection services.

Questions regarding this RFP shall be directed via email with "RFP EMS BILL SERVICES" in the subject line to Rhonda Hewitt, Purchasing Agent at [r.hewitt@leonvalleytexas.gov](mailto:r.hewitt@leonvalleytexas.gov). Upon receipt, all emails will receive a "Received" reply. Changes or clarifications to this request will be issued as an addendum and shall be acknowledged and included with your submission.

**Sealed** responses are due no later than **2:00 p.m. on Tuesday, February 2, 2016**. Responses received after this time will be rejected. Please submit **one (1) original** and **two (2) copies** to the address shown below. Sealed submissions must be clearly marked on the outside with "**RFP FOR EMS BILLING AND FEE RECEIVING SERVICES**". The City of Leon Valley reserves the right to reject any and all responses.

City of Leon Valley  
Attn. Purchasing Agent  
6502 Bandera Road, Suite 112  
Leon Valley, TX 78238

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## **1.0 INFORMATION**

### **1.1 Intent:**

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for EMS billing, fee receiving services, analytical services, and debt collection services. This includes complete management of the billing process from patient treatment to account closure. The City intends to select a billing firm experienced in field data collection software and hardware, EMS billing, fee collection, and debt collection services for the City of Leon Valley Fire Department's Emergency Medical Service.

### **1.2 Scope of the Project:**

#### **1.2.1 Project Description:**

The City's purpose in requesting this proposal is to obtain comprehensive billing and fee receiving services for EMS fees. The City has an average of seventy-six (76) billable EMS services each month.

This request for proposal also covers collection of delinquent accounts.

It is proposed that the Billing Agency will provide hardware and software for the field collection of EMS patient and billing data, and that the Billing Agency shall receive this information via secure Internet connections in order to increase the speed and efficiency of fee processing and claims submittal.

The Billing Agency will perform analysis of the filed data and submit reports as required by this RFP.

Data collected will be available to the City of Leon Valley for review, correction and quality assurance purposes via the Internet.

#### **1.2.2 Objectives:**

The City's objective in requesting this proposal is to obtain a medical billing firm needed to perform the responsibilities as specifically described under Section 4.0 – Billing Agency Technical Requirements.

Also, in an effort to reduce the City's carbon footprint, expedite processing, and reduce labor required for data entry and transmission of patient data, the City desires to collect patient data on mobile computers in the field, transmit the data via Internet to the Billing Agency for immediate processing.

#### **1.2.3 Current Operations:**

The Fire Department's EMS Program employs twenty-seven (27) dual-role Emergency Medical Technicians (26 Paramedics). The Fire Department has one station with three ambulances, each equipped to the MICU level. EMS responded to 1028 EMS calls for service in FY 2009 and 685 patients were transported to area hospitals. The City of Leon Valley has a population of approximately 10,000 citizens and has an area of approximately 3.5 square miles.

The City currently utilizes a billing firm and a separate collections firm.

Although EMS data is collected electronically in the field, paper copies are provided to the billing agency for processing. A part-time Administrative Assistant coordinates billing activities with the Billing Agency.

#### 1.2.4 City's Role In Billing Process:

The City of Leon Valley Fire Department will provide patient data and call data applicable to the EMS services performed by Fire Department personnel, including insurance information if available, to the agency responsible for billing and receiving fees for these EMS services that are billable.

The Fire Department will provide patient data and call data for billing electronically, through the use of field computers and desktop computers, utilizing the hardware and software provided by the Billing Agency.

The Fire Department's administration (Administrative Assistant, Fire Chief and Assistant Chief) will work closely with the Billing Agency to ensure the smooth provision of data necessary to complete the billing process.

The Fire Department will maintain an Administrative Assistant to coordinate the billing and collection efforts, and to serve as a local facilitator for accounting and patient inquiries.

#### 1.3 Procuring and Contracting Department/Division

This Request for Proposals (RFP) is issued by the City of Leon Valley, Administration – Purchasing Department, which is the sole point of contact for the City during the selection process. The person responsible for managing the procurement process is Rhonda Hewitt.

The contract resulting from this RFP will be administered by Leon Valley Fire Department. The contract administrator will be Fire Chief Luis Valdez.

#### 1.4 Definitions:

The following definitions are used throughout the RFP:

**City** means the City of Leon Valley.

**Billing Agency or Vendor or Agency or Bidder** means a firm submitting a proposal in response to this RFP.

**Contractor** means bidder awarded the contract.

#### 1.5 Vendor Registration:

All bidders wishing to submit a bid/proposal shall register when picking up a bid package. There are no required fees necessary to receive a bid package.

#### 1.6 Clarification and/or Revisions to the Specifications and Requirements:

Questions concerning this RFP shall be submitted by email to Rhonda Hewitt, Purchasing Agent at [r.hewitt@leonvalleytexas.gov](mailto:r.hewitt@leonvalleytexas.gov) and include "EMS Billing RFP" in the subject line. Upon receipt, all emails will receive a "Received" reply. Changes or clarifications to this request will be issued as an addendum and shall be acknowledged and included with your submission. Individuals desiring additional information concerning this RFP may call (210) 684-1391, ext. 222.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor shall immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, answers to questions, revisions, amendments and or supplements will be provided to all registered vendors in the form of an addendum. All addendums to this RFP must be acknowledged by the bidder and submitted with the proposal.

Each proposal shall stipulate that it is predicated on the terms and conditions of this RFP and any supplements or revisions thereof.

#### 1.7 Familiarity With RFP & Specifications:

Billing Agencies are responsible for examining the specifications and related documents. The failure or omission of any contractor to receive or examine any form, instrument, addendum or other document shall in no way relieve the agency of any obligations with respect to his proposal or to the contract. Each proposal shall provide the information required by this Request for Proposal.

#### 1.8 Captions:

The captions to various clauses in this RFP are for informational purposes only and shall not alter the substance or the terms and conditions of this RFP.



### 1.9 Reasonable Accommodations:

The City of Leon Valley will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Agent at (210) 684-1391, ext. 222.

### 1.10 Calendar of Events:

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with **specific** dates must be completed as indicated unless otherwise changed by the City. In the event the City finds it is necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP. There may or may not be a formal notification issued for changes in the **estimated** dates and times.

DATE and Time	EVENT
January 10, 2016	Date of issue of RFP
January 27, 2016 at 2PM	Last day for submitting written inquiries
February 2, 2016 at 2PM	Proposals due from vendors
March 19, 2016	Evaluation of proposals complete
March 24, 2016	Notification of intent to award sent to vendors. Approval by City Council
April 1, 2016	Contract start date

### 1.11 Contract Term and Funding:

It is proposed that, should a contract be entered into as a result of this bid proposal request, the Billing Agency's schedule of fees and charges for fee collection shall remain unchanged for a minimum of two (2) years and the contract may be renewed each year thereafter for a maximum of three (3) additional one-year periods at the City's option.

The first six months of the contract will be a trial period during which the results of the Billing Agency's billing and fee collection process will be monitored to ensure that EMS fees are being processed in a professional and confidential manner, and the EMS fee collection rate is improving.

The City has the option to cancel the contract after the six-month trial period if the agency has not performed to the City's satisfaction.

Negotiations may be undertaken with those agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract selected will be the one most advantageous to the City of Leon Valley, cost and other factors considered. The City reserves the right to consider bid proposals or

modifications thereof received at any time before an award is made, if such action will be in the best interest of the City.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

As compensation for the Billing Agency's services, The City of Leon Valley will pay the Agency monthly, as detailed in the contract for services. The Agency will submit a monthly invoice to the City of Leon Valley for payment. The Billing Agency shall bear all expenses of complying with the terms of the contract.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions:**

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus preferences and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive art work) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

### **2.2 Proprietary Information and Non Disclosure:**

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Texas State Statute(s).

Neither party will disclose to any other public or private person or entity any information regarding the confidential activities of the other, except as authorized in writing or as required by law, subpoena, or court order.

To the extent permitted by law, it is the intention of the City of Leon Valley to withhold the contents from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, after City Council awards the contract, all proposals will be available for review in accordance with the State of Texas Open Records Law(s).

### **2.3 Incurring Costs:**

The City of Leon Valley is not liable for any cost incurred by vendors in replying to this RFP.

### **2.4 Responsibility for Content:**

By submission of a proposal, the bidder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the bidder to suspension or debarment proceedings as well as other remedies available by law.

## 2.5 Submitting the Proposal:

Proposals shall be submitted in accordance with the State of Texas Local Government Code, Title 8, Chapter 252.021, 252.041, and 252.049 relating to the "Purchase of Professional Services". Bidders must submit one (1) original and two (2) copies of all materials required for acceptance of their proposal by 2:00 p.m. on Tuesday, February 2, 2016. Proposals shall be sealed and clearly labeled "**RFP FOR EMS BILLING AND FEE RECEIVING SERVICES**" and delivered to:

City of Leon Valley  
ATTN. Purchasing Agent  
6502 Bandera Road, Suite 112  
Leon Valley, TX 78238

Proposals received after the deadline will be late; they will not be considered and will be returned unopened. The City of Leon Valley will not accept proposals via FAX machine or e-mail. Failure to follow the instructions in this Request for Proposal may be cause for rejection of offer.

## 2.6 Proposal Organization and Format:

In order to ensure consistency, all proposals submitted in response to this RFP shall conform to the following (minimum) format.

Proposals shall be typed and submitted on 8.5 by 11 inch paper, bound securely. Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each subheading shall be separated by tabs or otherwise clearly marked. RFP sections which should be submitted or responded to are:

- Table of Contents
  - The Table of Contents shall provide a listing of the contents of the Proposal and corresponding page number.
- Introduction
  - Proposal shall address the scope of the work objectives, goals and tasks to show or demonstrate the Billing Agency's understanding of the nature of the contract.

- Response to Technical Requirements (See Section 4 of this RFP)
  - This section shall address technical information related to the billing and receiving of EMS fees, collection services, and other services as requested in “Technical Information” section of the attachments.
- Vendor Questionnaire
  - Bidder must respond to all of the questions with complete responses and include documents as requested in this section.
- References
  - This section should include at least five organizations. Preferably local government entities or organizations providing EMS services for which the Billing Agency has provided this service in the past 3 years. References shall include organization name, contact person, street address, telephone number, and length of contract.
- Cost/Commission Structure Proposal (See Section 6 of this RFP)
  - This section should address in detail the fee or commission structure proposed by the Billing Agency pertaining to this service, including commission and/or fees from regular collections, delinquent collections, and/or a combination of both; e.g. “The commission charged to the City of Leon Valley is based on \_\_\_% of the EMS fees and delinquent collections that are collected by the Billing Agency.”
- Contract
  - Enclose a copy of your standard contract. Indicate any clause(s) that is conditional or non-negotiable.
- Required Forms (See Section 8 of this RFP) must be completed:
  - Attachment A - Signature Affidavit
  - Attachment B - Non-collusion Signature Affidavit
  - Attachment C - Vendor Data Sheet
  - Attachment D - Reference Data Sheet
  - Attachment E - Cost Summary Page
  - Attachment F - Conflict of Interest
  - Attachment G - Hazardous Communications Contractor Acknowledgment
  - Attachment H – Vendor Questionnaire Form
- Required Attachments
  - Proposed Patient Care Report Form, generated by the Billing Agency’s software
  - Samples of the Billing Agency’s proposed required reports

### 2.7 Multiple Proposals:

Multiple proposals from a vendor will be permissible, however each proposal must fully conform to the requirements for proposal submission. Each proposal must be separately submitted and labeled as "Proposal #1", "Proposal #2", etc.

### 2.8 Authorization of Proposals:

An authorized individual of the proposing firm who is empowered to contractually bind the company as detailed on Attachment A, Signature Affidavit, (included in the attachments) shall sign proposals in ink.

The authorized individual should retain a copy of all documents for future reference.

### 2.9 Acceptance of Offer:

The signed proposal shall be considered an offer on the part of the Billing Agency. Such offer shall be deemed accepted upon execution of a signed contract or purchase order.

## **3.0 PROPOSAL SELECTION AND AWARD PROCESS**

### 3.1 Preliminary Evaluation:

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met (See Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the City reserves the right to continue the evaluation of proposals and to select the proposal that most closely meets the requirements specified in this RFP.

### 3.2 Proposal Scoring:

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria, which was developed to examine the technical competence and suitability of prospective billing agencies. The evaluation team will consist of representatives of the City of Leon Valley Administration and Fire Department staff. The committee may review references, request oral presentations, and may conduct an on-site visit and use the results in scoring the proposals.

### 3.3 Right to Reject Proposals and Negotiate Contract Terms:

The City of Leon Valley reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected bidder/contract deemed most advantageous, or to waive any irregularities or informalities in any proposal received. If

contract negotiations cannot be concluded successfully with the highest scoring bidder, the City may negotiate a contract with the next highest scoring bidder.

Negotiations may be undertaken with those Billing Agencies whose bid proposals, as to price and other factors, demonstrate them to be qualified, responsible and capable of providing the necessary services. The contract selected will be the most advantageous to the City of Leon Valley, cost and other factors considered. The City reserves the right to consider bid proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the City.

The contents of the proposal by the successful Billing Agency shall become contractual obligations if a contract ensues. Failure of the successful Billing Agency to accept these obligations may result in cancellation of the award. The contract shall not be assignable.

### 3.4 Responsible Offers:

Bid proposals will be screened to ensure that the contract will be awarded to a responsible offer. In order to qualify as responsible, the offer must meet the following criteria as they relate to this RFP:

- 3.4.1 Must have adequate technical resources for performance.
- 3.4.2 Must have the necessary experience, organization, and technical skill in the field of EMS billing and collection services.
- 3.4.3 Must have a satisfactory record of performance in developing and implementing similar services.
- 3.4.4 Must have a field-proven software and hardware solution to field data collection and electronic transmission of data for billing purposes.

### 3.5 Evaluation Criteria:

A 100-point scale will be used to create the final evaluation recommendation from the list of responsible offers. The proposals will be scored using the following criteria and weighting on which proposals will be judged are:

- 3.5.1 Lowest Overall Cost Per Dollar Collected: **20%**

Determination of the lowest overall cost, including percentage of gross collections commission and / or fees from regular collections and from delinquent collections, proposed to the City based on the dollar volume of EMS bills collected for the City of Leon Valley.

- 3.5.2 Compliance with Technical Requirements of RFP: **35%**

- 3.5.2.1 The completeness of the response to all required items listed in Section 4 of the RFP.
- 3.5.2.2 Verification of all requested technical information, forms completed, and requested documentation included with their proposal, and that all portions of the questionnaire are completely filled out by the bidder.
- 3.5.2.3 The Agency must have the technical capability and financial resources for performance. The Billing Agency will be evaluated on this information provided in their proposal.
- 3.5.2.4 Conciseness and clarity of content are emphasized and encouraged. The overall quality of the proposal and amount of detail provided is important. Vague, incomplete, and general proposals will receive a low consideration.

**3.5.3 Billing Agency Questionnaire Completion: 15%**

All responses to the questionnaire, the qualifications of the Billing Agency, and all requested documentation will be reviewed and evaluated for accuracy, substance, and quality.

- 3.5.3.1 The Billing Agency must be able to provide audited financial reports on an annual basis, including a copy of the Agency's most recent fiscal year's financial report as a part of the proposal.
- 3.5.3.2 How well proposed deliverables meet expectations stated in contract-required deliverables.

**3.5.4 Experience and References: 18%**

Verification of the five (5) required references provided by the Billing Agency. The Agency must have a satisfactory record of performance with similar, preferably government, EMS billing and collection programs. The Billing Agency must demonstrate that the firm possesses the necessary experience, organization, and technical skill in the arena of field data collection software, billing and receiving of ambulance service fees, and delinquent account collections. Personnel identified as primary staff assigned to the project have appropriate levels of experience for the project.

**3.5.5 Billing, Collections and Delinquent Account Methodology 12%**

Procedures used in the accounts receivable management and collection of delinquent accounts, i.e., telephone contacts, home visits, letter writing, etc.

### 3.6 Award:

The award shall be made to the responding Billing Agency whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation criteria set forth in the Request for Proposal. Staff will review and evaluate the proposals submitted and make a recommendation to City Council for award of the contract to a Billing Agency.

The contract award will be made by the approval of the City Council at a regular City Council meeting.

The Billing Agency agrees to execute the contract, and shall make no claim against the City because estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous.

### 3.7 Notification of Intent to Award:

As a courtesy, the City may send a notification of award memo to responding vendors at the time of the award.

## **4.0 BILLING AGENCY TECHNICAL REQUIREMENTS & DELIVERABLES**

This section outlines the minimum contract requirements for billing, collection, financial reporting, analytical services and delinquent account collection services. The minimal requirements are listed here, however, the City of Leon Valley is open to alternatives to meet the requirements that may or may not be described below.

### 4.1 Billing And Collection Services:

The Billing Agency shall promptly undertake, through ethical and lawful means, the billing and receiving of fees and delinquent account collection of the City of Leon Valley's EMS bills, with particular attention to the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity.

The Billing Agency's proposed operating procedure for Accounts Receivable Management shall be described in the narrative.

#### 4.1.1 The Billing Agency will provide the following services:

- 4.1.1.1 Invoicing, statement and dunning letter processing; rate adjudication; filling claims on behalf of patients with Medicare, Medicaid and third party insurance companies; collection of all EMS fees.



- 4.1.1.2 Invoices shall be prepared according to the rates established by the City, according guidelines and procedures established by the City and the Agency, and all applicable regulations including those for Medicare and Medicaid services (CMS).
- 4.1.1.3 Skip tracing as necessary, telephonic contact, and dunning letters.
- 4.1.1.4 Utilize available resources and databases to obtain billing insurance information on private pay patients.
- 4.1.1.5 Obtain missing data necessary for billing through available databases, telephone queries from the receiving hospitals or from the patient, using the mail for such inquiries only if the telephone contact numbers are unavailable.
- 4.1.1.6 Electronically file (code) invoices to appropriate parties, including Self Pay, Commercial Insurance Companies, Blue Cross, Blue Shield, Worker's Compensation, Personal Injury Protection, Medicare and Medicaid if applicable. Other methods of filing, such as HICFA 1500 forms, are also acceptable for appropriate payers if electronic filing is not available.
- 4.1.1.7 Process denials for Medicare and Medicaid according to the timelines defined by the Billing Agency and the City.
- 4.1.1.8 Process all refunds and over payments in a timely manner.
- 4.1.1.9 Establish internal controls to ensure that policies and procedures are being followed.
- 4.1.1.10 On approval by the City, establish monthly payment plans for patients to liquidate any outstanding balance on an installment plan. The minimum payment on installments shall be \$20 per month. No interest may be charged to patients.
- 4.1.1.11 Remit all gross EMS bill fees received on a weekly basis to the City.
- 4.1.1.12 The City will notify the Billing Agency of any direct payments and will credit the Billing Agency with the contractual rate for all such direct payments collected after the Billing Agency begins active collection efforts.

- 4.1.1.13 Submit an invoice each month to the City of Leon Valley specifying individual account information and collections received, as the basis for the monthly commission and remittance.
- 4.1.1.14 The agency shall not have the right to refuse to bill and collect any EMS fee.
- 4.1.1.15 Provide case and/or patient information to the State as necessary to fulfill requirements of Trauma Reporting or other TDSHS reporting requirements applicable to patient data.
  - 4.1.1.15.1 Do Not Resuscitate encounters.
  - 4.1.1.15.2 Trauma and Medical patient required run statistics.
  - 4.1.1.15.3 Other data required by the State.
- 4.1.1.16 Provide case and/or patient information to the local Regional Advisory Council (RAC) as necessary to fulfill requirements of Trauma Reporting or other TDSHS reporting requirements applicable to patient data.
- 4.1.2 The Billing Agency shall suspend collection efforts on any EMS bill upon written notice to do so by a specified representative of the City's Finance or Fire Department. The City's representative(s) may recall any EMS account, at no cost to the City, except for fees earned prior thereto.
- 4.1.3 The expectation of the City is that the initial invoices will be processed within three business days of the receipt of EMS run data on the Agency's server.

#### 4.2 Customer Service:

- 4.2.1 The contractor shall provide, at no cost to the City, a toll free telephone number, which shall be without cost or expense to the caller, which will be staffed during regular business hours by an employee of the Billing Agency. The phone number shall be published on all statements sent by the contractor.
- 4.3 The contractor will make recommendations to the City regarding implementation of any new applicable fees based on the Billing Agency's knowledge of current industry standards.

4.4 The Billing Agency will be expected to meet, as necessary, in person with Fire Department or Finance Department staff to ensure a smooth and continuing operation. All cost of such meetings will be the responsibility of the Billing Agency.

4.5 The Billing Agency shall maintain adequate records of the services performed, billing phone calls, and dunning letter processing, of EMS billing and fee collections and actual fee collections remitted to the City for audit by the City. All such records shall be available for inspection and audit, without prior notice, by the Finance Department and the Fire Departments of the City of Leon Valley.

4.6 Required Reports, Analysis and Financial Status Reporting:

All billing, fee collection and account status reporting will be in a format acceptable to the City. The Billing Agency's proposal shall include samples of the proposed reports. The Billing Agency's proposal shall include proposed report forms and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis:

- 4.6.1 Acknowledgment, upon transmittal, of EMS accounts received from the Fire Department;
- 4.6.2 A monthly status report, in last name alphabetical sequence, itemizing all EMS fees billed since the previous report. This report shall include EMS account number, full patient name, date of EMS run, incident number, origin, destination, date billed, gross charges, insurance classification (private insurance, Medicare or Medicaid, or self-pay), and the total amount billed;
- 4.6.3 A monthly status report, in last name alphabetical sequence, itemizing all current EMS accounts listing all payments received since the last report (payments identified by payer), and amount of the dollar commission charged on collections for all EMS accounts;
- 4.6.4 A monthly status report, in last name alphabetical sequence, including EMS account number, of all past due (delinquent) EMS accounts on which collection efforts were discontinued the prior month;
- 4.6.5 A monthly status report, in last name alphabetical sequence, including EMS account number, of all persons reported to credit bureaus for non-payment of EMS accounts (not in dispute);
- 4.6.6 A monthly aged trial balance of all outstanding EMS fees, including EMS account billed, EMS account number, patient name, date of EMS run, incident number, date billed, insurance classification (private insurance,

Medicare or Medicaid, or self-pay), total amount billed, total paid, total adjusted and balance on account;

- 4.6.7 A monthly report with a dollar summary breakdown by age of all EMS accounts billed; including the total original balance billed, the total collected, the total adjustments by Medicare/Medicaid, and the current balance including current month billings, with previous months listed as "31-60 days old", "61-90 days old", "91-120 days old" and ">120 days old";
- 4.6.8 A cumulative monthly report listing a breakdown by insurance with totals billed, collected and adjusted including Medicare, Medicaid, private insurance, and self-pay, (no insurance) of all active EMS accounts;
- 4.6.9 A summary list of EMS fee billing and fee collections, in last name sequence, of all Medicare/Medicaid accounts and a separate list of all other accounts by individual month of transport; including patient name, date of EMS run, incident number, date billed, insurance classification (private insurance, Medicare or Medicaid, or self-pay), total amount billed, total paid, total adjusted and balance on account; and
- 4.6.10 A monthly report in account number sequence, showing patient name, date of service, incident number, and amount owed (for cross-referencing purposes).
- 4.6.11 Monthly listing of all refunds processed for the month.
- 4.6.12 Monthly report of all account denials broken down by payor and then by type of denial.
- 4.6.13 A report of all claims denied by Medicare and Medicaid.
- 4.6.14 Monthly reports must be received by the City no later than the 15th of each month.
- 4.6.15 Other reports may be requested on an as-needed basis. Reports may need to be modified periodically on specific issues or needs that arise.
- 4.6.16 Weekly Financial Reporting:
  - 4.6.16.1 Cash receipts by payer type and carrier.
  - 4.6.16.2 Gross Revenues, assignment / adjustment, and financial class reports.

4.6.16.3 Collected accounts ledger.

4.6.16.4 Monthly revenues adjustment report including write-offs.

4.6.16.5 Other reports as requested.

4.6.17 Weekly Call Reporting:

4.6.17.1 Quality assurance /quality improvement recommendation reports.

4.6.17.2 Call volume and call location reports.

4.6.17.3 Medic statistics, including individual medic encounters and refusal counts.

4.6.17.4 Patient age reports.

4.6.17.5 Response time reports.

4.6.17.6 Call type reports.

4.6.17.7 Leon Valley Resident / Non Resident utilization reports.

4.6.18 Annual Report:

The Billing Agency shall prepare a comprehensive Annual Report, which will include statistical information based on data obtained during the previous year. This report shall use the City's fiscal year as the basis for the report. The report shall be available no later than one month after the end of the City's fiscal year end.

4.7 Analytical Services:

4.7.1 The Billing Agency will be expected to provide analysis and expertise in all issues related to ambulance billing and debt collection. This includes analysis of trends and other pertinent issues that may develop.

4.7.2 The Billing Agency will be expected to meet quarterly with the City to review performance.

4.7.3 As a minimum, a written report reviewing the performance of the accounts receivable should be prepared, identifying among other issues, the strengths, weaknesses and opportunities of the performance. In addition, any key issues that might arise in the future should be

identified, along with strategies to address the issues. This report should be prepared quarterly.

#### 4.8 Delinquent Accounts:

The Billing Agency must provide a procedure for collecting delinquent accounts; those unpaid 120 days after first billing with no payment or correspondence from the patient, or accounts 90 days in default. The Billing Agency must establish a systematic collection procedure including telephone, mail and/or personal contact to collect delinquent accounts. The Agency must describe the collection procedure in the narrative, and include in the narrative the collection methodology, expected collection rates, and past history in collecting delinquent accounts.

4.8.1 The Billing Agency will assist the Fire Chief in establishing the amounts for allowance to bad debt and the amount necessary for the Medicare and Medicaid contractual allowances in order that reserves may be properly stated on the financial statement.

4.8.2 The Billing Agency must follow Title 5, Chapter 392 of the Texas Finance Code (Debt Collection Act) on all contacts on Delinquent Accounts.

4.8.3 Due to the unique nature of EMS bills, some may not be paid for several years, due to litigation or other factors. The term “delinquent” will be used for EMS accounts where there is no designation of insurance or other response and the account is over 120 days old with no payment or correspondence from the patient.

4.8.3.1.1 Delinquent accounts past one year shall be written off; however these accounts will remain “active” and collectable if funds become available.

4.8.3.1.2 The agency shall report delinquent EMS bills (those filed with the collection division/process for a period of not less than seventy-five (75) calendar days) to a reputable credit bureau (i.e., Equifax, Experion, TransUnion).

4.8.3.1.3 On a monthly basis, after making every reasonably effort to collect, the Billing Agency shall return accounts, which are deemed delinquent or uncollectable. Such returns shall be made in either an electronic report or a written report in a format acceptable to the City, and shall document all collection efforts made by the Agency on each account. The Billing Agency agrees that they shall

cease all collection activities on these accounts and no commissions will be paid on collections for these accounts after they have been returned to the City of Leon Valley.

- 4.8.4 Once an account has been written off to bad debt, it shall be turned back over to the City. The Contractor is relieved of all responsibility and rights of collections. Contractor's billing to the City will reflect any such withdrawn account if required by the billing proposal.
- 4.8.5 When all other collection methods fail, the Contractor will notify the City and recommend which accounts may be collected through legal action. Contractor may not take further action without prior approval by the City Manager. Proposer's narrative shall contain a procedure for such further action and state whether the necessary fees are included in the base billing or not. If not included, pricing for such services must be specified. In all legal actions undertaken, every effort will be taken to collect fees and costs from the debtor.
- 4.8.6 The City desires an average annual success rate of 12% (minimum) of accounts turned over to the collections agency/division.

#### 4.9 Insurance:

The Billing Agency shall secure and maintain throughout the duration of this contract, insurance of such types and in such amount as may be necessary to protect the Agency and the City of Leon Valley from claims from damages and person injury including death, as well as claims for property damage which may arise from the Agency's operations under this contract.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Billing Agency to maintain adequate insurance at all times. Failure of the Agency to maintain adequate insurance coverage shall not relieve the Agency of any contractual responsibility or obligation. If for any reason, any of the required insurance should be canceled, the Billing Agency shall renew it in such a manner that continuous insurance will be maintained at all times.

- 4.9.1 The successful Billing Agency shall furnish the City of Leon Valley's City Secretary a satisfactory Certificate of Insurance covering the work as required in these specifications as evidence that the policies of insurance required herein will be maintained in force for the duration of the work performed under this agreement. The certificates shall state that thirty (30) days advance notice will be given to the City before any policy covered thereby is changed or canceled.

4.9.1.1.1 All required certificates of insurance coverage required shall be tendered within fifteen (15) days of receipt of contract by the Billing Agency for execution.

4.9.1.1.2 The Billing Agency's insurance company(s) providing required insurance must be licensed to engage in the business of insurance in the State of Texas and shall be rated at least "A" by AM Best or other equivalent rating service.

4.9.2 The amount of insurance shall be as follows:

4.9.2.1.1 General Comprehensive Liability Insurance shall be in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, with a deductible of not more than \$2,500, and will not exclude injuries, death to anyone person and subject to the same limit for each person in an amount of not less than \$1,000,000 on an account of one occurrence. Property Damage shall be in an amount not less than \$500,000 for each occurrence and \$1,000,000 the aggregate of operations.

4.9.2.1.2 Workers' Compensation and employer liability insurance shall protect the Billing Agency against all claims under applicable state workers' compensation laws. The Billing Agency shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

4.9.2.1.3 The policy shall include an "all states" endorsement. The Workers' Compensation insurance coverage shall include statutory limits and employer's liability insurance coverage shall include: bodily injury by accident at \$100,000 per accident, bodily injury by disease at \$100,000 each employee, and bodily injury by disease \$500,000 policy limit.

4.9.2.1.4 Errors and Omissions Liability Insurance in the amount of \$500,000 each occurrence and \$1,000,000 annual aggregate.



4.9.2.1.5 The selected Billing Agency shall have personnel bonded for not less than \$10,000 each, or provide a blanket surety bond in an amount not less than \$50,000 protecting the City from loss due to fraudulent conversion by the Agency of dishonesty of its employees.

4.9.3 The Billing Agency shall agree to furnish insurance naming the City of Leon Valley as additional insured or as named insured in all insurance coverage. The Agency shall also agree to hold harmless the City of Leon Valley, its officers, its agents, officers, and employees, which arise out of any action or omission of the Agency, or any of its officers, agents, or employees, and any and all claims which result from any condition created or maintained by the Agency, or any of its officers, agents, or employees, which condition was not specified to be created or maintained by the contract. The agreement to hold the City of Leon Valley, its officers, agents or employees, harmless shall not be limited to the limits of liability insurance required under the provisions of these specification or the contract of which these specifications are made a part.

4.9.4 In addition to the insurance requirements called for herein, the Billing Agency hereby agrees to indemnify and hold harmless the City of Leon Valley of any loss it might sustain as a result of the relationship established by the contract to be entered into between the City of Leon Valley and the Agency.

#### 4.10 Compliance With Federal Wage And Tax Laws:

The Billing Agency shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

#### 4.11 Anti-Discrimination in Employment:

4.11.1 The Billing Agency, if permitted, certifies complete compliance with the Federal Civil Rights Law and the American with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include, but not be limited to, the following employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.

4.11.2 The Billing Agency shall in all solicitations or advertisement for employees placed by or on behalf of the Billing Agency, state that all qualified applicants of the Billing Agency, will receive consideration of employment without regard to race, age color, religion, disability, gender, ancestry, national origin, or place of birth.

4.11.3 Upon request by the City of Leon Valley, the Billing Agency shall furnish all information or reports required to investigate his / her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

#### 4.12 General Independent Contractor Clause:

This agreement does not create an employer relationship between the parties. It is the parties' intention that the Billing Agency will be an independent Billing Agency and not the City of Leon Valley's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Revenue code, Texas Workers' Compensation Law and Texas Unemployment Insurance Law. The Billing Agency will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Billing Agency's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Billing Agency and the City of Leon Valley and the City of Leon Valley will not be liable for any obligation incurred by the Billing Agency, including but not limited to unpaid minimum wages and / or overtime premiums.

#### 4.13 Patient Privacy:

4.13.1 The Billing Agency will enter into a Business Associate Confidentiality Agreement with the City, and will make every reasonable effort necessary to maintain the confidentiality and security of the Protected Health Information (PHI) of the patient accounts as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with all transactions.

4.13.2 This Contract requires the collection, creation, and maintenance of records which are made confidential by the Texas Medical Practice Act (Title 3, Subtitle B of the Occupation Code) or the Emergency Medical Services Act (Chapter 773 of the Health and Safety Code). The Contractor agrees to abide by the confidentiality provisions of the Texas Medical

Practice Act and the Emergency Medical Services Act, as those provisions are interpreted by the Attorney General of Texas.

#### 4.14 Technology Requirements:

The Billing Agency will provide all software and certain (specified) computer hardware associated with billing and collection process.

The Billing Agency shall be capable of receiving and processing account data via by electronic patient forms or data files, or as a backup by written (printed) patient forms or forms. These electronic forms shall be forwarded (transmitted via Internet) directly from the Fire Department to the Billing Agency. The Fire Department will coordinate any substantial changes in the method of delivery of patient account data with the Billing Agency, so that no delay in account information transfer is incurred and that no unplanned/unexpected expense is generated by changes caused by the City.

##### 4.14.1 EMS Patient Care Report Software/System:

- 4.14.1.1 The Billing Agency shall provide EMS patient care reporting software for data collection in the field by paramedics. The software must be easy to use, and must be practical and tailored for use by paramedics in the field under emergency conditions.
- 4.14.1.2 The software must be capable of seamless integration with billing services.
- 4.14.1.3 As an alternative, the Billing Agency may provide software and labor necessary to interface with the City's electronic patient care reporting software (Tablet PCR®) that will extract the required billing information. This alternative **is not a preferred alternative**, from the perspective of the City. If this alternative is proposed by the Billing Agency, the Agency will assume the responsibility for all future hardware and software modifications necessary for extracting the required billing data from the City's electronic patient care reporting software when changes and upgrades in the City's software occur.
- 4.14.1.4 All software related costs, including (but not limited to) upgrades, annual fees, subscription fees, license fees, maintenance fees and installation fees, must be provided at the vendor's expense for all ambulance units and spares.

- 4.14.1.5 The Billing Agency shall obtain and maintain, at its expense, all necessary billing software and hardware (servers, etc.) necessary or required to have a seamless collections/billing/delinquent account process.
- 4.14.1.6 The software must meet all legal documentation requirements for patient encounters.
- 4.14.1.7 The software must include narrative assistance features and spell checking capabilities, and the software must be user friendly and designed for field use by paramedics.
- 4.14.1.8 The software must allow for custom software modifications, as requested by the City of Leon Valley, on a continuing as needed / as requested basis.
- 4.14.1.9 The software or system must be capable of submitting a report on a daily basis to the City containing a summary of the EMS calls and the call locations for the previous day.

4.14.2 EMS Field Computers:

- 4.14.2.1 The Billing Agency shall, at its expense, supply two (2) rugged portable "tablet" computers with software and related accessories to the Fire Department for field use. Maintenance and repair of these computers shall be at the expense of the Billing Agency.
- 4.14.2.2 The Fire Department will maintain two (2) or more rugged portable computers for use on the reserve ambulance and for spares. The Billing Agency, at its expense, shall supply reporting software only for these computers.
- 4.14.2.3 The field software/computers shall be capable of connecting to the Internet through a secure (wireless) link in order to send and receive patient information and field query data from the system server(s) of the Billing Agency. The Billing Agency shall be responsible for costs associated with wireless Internet connections for two portable computers that it supplies for use. The Fire Department shall be responsible for costs associated with wireless Internet connections for any additional portable computers or spares.

4.14.3 Data Servers for the Billing Agency shall be located in a secure site with restricted access. The Billing Agency shall have a back-up facility for the data located at a secure site in a different state of the United States. The Billing Agency shall provide a system that will ensure complete and uninterrupted flow of service via back-up systems and a Data Recovery Plan/System shall be in place for disasters.

4.14.4 Records must be maintained according to an agreed upon records retention plan.

4.14.5 Software/Billing System shall be capable of providing access to required Billing and EMS case data and reports via Internet. Fire Department desktop computers shall be able to access information through a password protected secure server connection. Any special hardware or software necessary for the data access shall be provided at the Billing Agency's expense. City of Leon Valley employees must be able to view, access, and audit all patient accounts and required reports online via the Internet:

4.14.5.1 Patient care reports shall be accessible for Q/A through the Internet by the Medical Director and Fire Department administrative staff. A queuing subroutine shall be integrated into the system that will route the patient care reports to designated individuals for review, repair and completion.

4.14.5.2 Administrative reports shall be available via the Internet by Fire Department administrative staff.

4.14.5.3 Completion status of EMS case reports shall be available and incomplete reports shall be accessible for completion and correction via the Internet.

4.14.5.4 The system shall be capable of starting and completing new patient care reports via desktop computers via the Internet.

4.14.6 Training:

4.14.6.1.1 The Billing Agency shall provide, at its expense, initial training for City of Leon Valley employees on the software and any specialized hardware necessary to implement and use the Billing Agency's process and data collection systems.

4.14.6.1.2 The Billing Agency shall provide, at its expense, ongoing training on software upgrades and changes for City of Leon Valley employees on as as-needed basis.

4.14.6.1.3 The Billing Agency shall provide, at its expense, training on patient/case documentation that will enhance the billing and collection process.

**4.15 Performance Bond:**

The Billing agency shall obtain and keep in effect during the term of this Agreement and for a period of ninety days thereafter, a surety bond from a company authorized to do business in the State of Texas, and approved by the City of Leon Valley, and in a form approved by the City Attorney, in the amount of \$25,000.00, guaranteeing payment to the City of the monies due the City under this Agreement.

**4.16 Independent Audit:**

4.16.1 The Billing Agency shall, at its expense, provide an independent (third party) audit of internal controls and accounts, the results of which will be provided to the City of Leon Valley.

4.16.2 The City of Leon Valley shall be able to conduct an onsite audit of its accounts when requested.

**5.0 COMPENSATION TO BILLING AGENCY**

5.1 As sole compensation for the Agency's services, the City of Leon Valley will pay the Agency a commission based on the amount of fees collected and deposited with the City, as detailed in the contract for services.

5.2 The Agency will submit an invoice each month to the City of Leon Valley specifying individual account information and collections made, as a basis for the monthly commission.

5.3 Refunds provided by the City to accounts where the Billing Agency has previously collected a commission fee shall be subtracted from the next month's commission fee.

5.4 The Billing Agency shall bear all expenses of complying with the terms of the contract, including, but not limited to:

5.4.1 Costs of all permits, licenses and / or inspections.

- 5.4.2 Post office box expenses.
- 5.4.3 Employee wages and benefits.
- 5.4.4 Billing forms.
- 5.4.5 Long Distance charges.
- 5.4.6 Toll-free access numbers for patients.
- 5.4.7 Postage, envelopes, and office supplies.
- 5.4.8 Costs associated with modifying processes or software to comply with new or changing State, Federal or local laws that impact EMS services and billing/collection thereof.
- 5.4.9 Software required for the services provided herein, including installation, maintenance or upgrades.
- 5.4.10 Hardware (two rugged portable tablet computers with wireless cards) required for the services provided herein, including installation, maintenance or upgrades.
- 5.4.11 Any other costs associated with patient account billing and collection services.

## **6.0 COST PROPOSAL**

### **6.1 General Instructions on Submitting Cost Proposals:**

One (1) original and two (2) copies of the cost proposal shall be submitted with the response to the RFP.

Attachment E is provided as a template.

## **7.0 SPECIAL CONTRACT TERMS AND CONDITIONS**

7.1 The Billing Agency will submit an invoice on a monthly basis to the City of Leon Valley.

### **7.2 HIPAA Compliance:**

7.2.1 The Billing Agency shall be required to sign a Business Associate Agreement with the Fire Department. The Billing Agency and all related

staff shall uphold and be in compliance with the Privacy Rule, Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, as amended.

- 7.2.2 All software and hardware vendors, technicians, technical staff or other personnel providing services to the Billing Agency are required to follow HIPAA regulations and are required to sign a Business Associate Agreement with the Billing Agency.

### 7.3 Identity Theft Protections:

The Billing Agency shall be required to develop, implement and administer a program to prevent identity theft in accordance with the Federal Trade Commission's Red Flags Rule. The program must, at a minimum, address the following elements: Policies and procedures, Methods of detection, Appropriate actions, and Re-evaluation of the program.

- 7.4 The Billing Agency shall understand all conditions under which the work is to be performed and all other relevant matters that may affect the EMS bills.
- 7.5 The Billing Agency agrees to execute the contract, and shall make no claim against the City because of estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous.
- 7.6 The Billing Agency shall monitor and inform the City of Leon Valley of all local, state, and federal laws both adopted and proposed, that would effect billing and receiving of EMS accounts.
- 7.7 The Billing Agency will assume billing, fee collection and delinquent account activity for all current EMS accounts on the contract commencement date regardless of transport date.
- 7.8 In the event that the City changes rate structure of billing during the term of the Contract and the Billing Agency does not agree to such change, the Contractor must so notify the Contract Administrator in writing. The notification will terminate the Contract. The Contractor must continue to provide all services at the changed billing rates until the City awards a new EMS billing and collection contract.
- 7.9 During the term of the agreement, all patient information transferred by the City of Leon Valley to the Billing Agency for the purpose of billing patients will remain the sole property of the City. The Contractor shall use this information solely for the purpose of collections and data development/reporting as approved by the City. All records shall immediately be returned to the Contract Administrator along with all electronic/computer records that have been developed as a result of patient information made available from the City.



#### 7.10 Termination:

The City may terminate this Agreement without cause or liability by giving written notice thirty (30) days prior to termination, via certified mail, return receipt requested, or by hand delivery. Upon termination, the Billing Agency shall transmit all accounts, plus current account information and status, to the City of Leon Valley within thirty (30) days. If the Agency terminates this Agreement, all accounts shall be immediately returned to the City and no compensation shall be paid to the Agency past the termination date. Upon termination, the Agency shall immediately forward all monies received in the EMS account by the Agency.

The address for the notice contemplated by this section shall be as follows:

CITY OF LEON VALLEY	PHYSICIAN or AGENCY
City Manager	Title
City of Leon Valley	Company
6400 El Verde Road	Address
Leon Valley, TX 78238	City, State, Zip Code

#### 7.11 Contract Disputes and Complaints:

All contractor complaints or grievances shall first be submitted in writing to the Fire Chief. The Fire Chief shall investigate the validity of the complaint and present the findings in writing to the Billing Agency and the City Manager. The Chief shall take prompt remedial action as warranted.

### 8.0 REQUIRED FORMS

8.1 The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

8.1.1 Attachment A - Signature Affidavit

8.1.2 Attachment B - Noncollusion Affidavit

8.1.3 Attachment C - Vendor Data Sheet

8.1.4 Attachment D - Reference Data Sheet

8.1.5 Attachment E - Cost Summary Page

8.1.6 Attachment F - Conflicts of Interest

8.1.7 Attachment G - Hazardous Communications Contractor Acknowledgment

#### 8.1.8 Attachment H - Billing Agency Questionnaire

### **9.0 STANDARD TERMS AND CONDITIONS (Requests For Bids / Proposals / Contracts)**

#### 9.1 Applicability:

The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Leon Valley acquires goods or services, or both.

##### 9.1.1 Entire Agreement:

These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the City.

##### 9.1.2 Definitions:

As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" included a response to either an RFP or a bid.

#### 9.2 Specifications:

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City of Leon Valley shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternatives to the specifications which may result in rejection of their bid.

#### 9.3 Deviations And Exceptions:

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendor shall be held liable for injury resulting from any deviation.

#### 9.4 Quality:

Unless otherwise indicated in the request, all materials shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

#### 9.5 Quantities:

The quantities shown on this request are based on estimated needs. The City of Leon Valley reserves the right to increase or decrease quantities to meet actual needs.

#### 9.6 Delivery

Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. The City will reject shipments sent C.O.D. or freight collect.

#### 9.7 Pricing:

Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

9.7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting City department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

9.7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between bidder and any city official or employee except as specifically set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

#### 9.8 Acceptance-Rejection:

The City of Leon Valley reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for sixty (60) days after the date of submission to the City.

9.8.1 Bids MUST be received by the City, date and time stamped by the City of Leon Valley Purchasing Agent or a City Cashier or Clerk on or before the date and time that the bid is due. Bids deposited or time stamped in

another office will be rejected. Actual receipt in the office of the Purchasing Agent is necessary; timely deposit in the mail is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

#### 9.9 Method of Award:

Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Specific scoring modalities, outlined in the RFP, may be employed to select the vendor. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

#### 9.10 Ordering/Award:

Written notice of award to a vendor in the form of a purchase order or other document mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Purchasing Agent.

#### 9.11 Payment Terms and Invoicing:

Unless otherwise agreed, Leon Valley will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or a combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order or contract.

##### 9.11.1 No Waiver of Default:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by the City while any such default or breach shall exist in no way impair or prejudice the right of the City with respect to recovery of damages or other remedy as a result of such breach or default.

#### 9.12 Taxes:

The City of Leon Valley and its departments are exempt from payment of all federal tax and Texas State and local taxes on its purchases, except for certain excises. Questions concerning these taxes shall be directed to the Purchasing Agent.

Purchases made for the City as a part of the contract between the vendor and the City are taxable unless the material(s) or item(s) purchased become a part of any real property owned by the City. The City of Leon Valley will not provide a tax exemption certificate unless the goods or material will meet the test as real property, owned by the City.

9.13 Guaranteed Delivery:

Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

9.14 Applicable Law and Venue:

This contract shall be governed under the laws of the State of Texas, and venue for any legal action between the parties shall be in Bexar County, Texas. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affects the work or its conduct.

9.15 Assignment:

No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Leon Valley.

9.16 Patent, Copyright and Trademark Infringement:

The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City of Leon Valley (provided such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

9.17 Warranty:

Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

9.18 Foreign Outsourcing of Work Prohibited:

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

#### 9.19 Required Insurance:

The successful vendor shall secure and maintain, throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect the Billing Agency and the City of Leon Valley from claims for damage and personal injury including death, as well as claims for property damage which may arise from the Agency's operations under this contract.

The City of Leon Valley reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor.

The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance, it shall be the responsibility of the Agency to maintain adequate insurance coverage at all times. Failure of the Agency to maintain adequate coverage shall not relieve the Agency of any contractual responsibility or obligation. If for any reason, any of the required insurance should be cancelled, the Agency shall renew it in such a manner that continuous insurance will be maintained at all times.

9.19.1 The successful Billing Agency shall furnish the City of Leon Valley with a satisfactory Certificate of Insurance covering the work as required in these specifications as evidence that the policies of insurance required herein will be maintained in force for the duration of the work performed under this agreement. The certificates shall state that thirty (30) days advance notice will be given to the City before any policy covered thereby is changed or canceled.

9.19.1.1 All required certificates of insurance coverage required shall be tendered within fifteen (15) days of receipt of contract by Billing Agency for execution.

9.19.1.2 The Billing Agency's insurance company must be licensed to engage in the business of insurance in the State of Texas.

9.19.1.3 The minimum amounts and types of such insurance required shall be as stated in Sections 4 and 9 of this RFP.

#### 9.19.2 General Comprehensive Liability Insurance:

This insurance shall:

- 9.19.2.1 Be in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, with a deductible of not more than \$2,500; and
- 9.19.2.2 Will not exclude injuries, death to anyone person and subject to the same limit for each person in an amount of not less than \$1,000,000 on an account of one occurrence. Property Damage shall be in an amount not less than \$500,000 for each occurrence and \$1,000,000 the aggregate of operations.
- 9.19.2.3 Include coverage for the liability assumed by the contractor under Item 9.3.2.7 (Indemnity);
- 9.19.2.4 Include completed operation coverage which is kept in force by the contractor for a period of not less than one year after the completion of the work provided for or performed under these specifications;
- 9.19.2.5 Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse, or structural damage and underground property;
- 9.19.2.6 Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- 9.19.2.7 Indemnity. In naming the City of Leon Valley as an additional insured on your comprehensive General Liability Insurance, the following words apply:

“Contractor shall defend, indemnify and hold harmless the City of Leon Valley, its agents and employees from and against any liability, loss, cost and expense (“Liability”) claimed by a third party (including reasonable attorney’s fees and cost of defense) resulting from a Contractor’s performance of the Work to the extent that such Liability:

(1) is attributable to body injury, sickness, disease or death, or to the injury to or destruction of tangible personal property; and

(2) is caused or contributed to by any neglect or fault of Contractor, its subcontractors, or their respective employees.

Where liability is attributable to the joint negligence or fault of Contractor and any other person (including Owner), Contractor's duty of indemnification shall be limited to Contractor's allocable share of such joint negligence or fault."

9.19.2.8 The insurance company must have as a minimum, a current A. M. Best rating of "A".

9.19.3 Worker's Compensation Insurance:

9.19.3.1 Definitions:

9.19.3.1.1 **Certificate of Coverage**- A copy of a certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on the project, for the duration of the project.

9.19.3.1.2 **Duration of Project**- includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.19.3.1.3 **Persons Providing Services on the Project** ("subcontractor" in Section 406.096)- includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

9.19.3.1.4 **Services**- include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.



- 9.19.3.2 The insurance carrier shall be an admitted carrier in the State of Texas.
- 9.19.3.3 The contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.19.3.4 The contractor may provide a certificate of coverage to the governmental entity prior to being awarded the contract, or must provide the certificates of insurance required within fifteen (15) days of receipt of contract.
- 9.19.3.5 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the contract, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.19.3.6 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 9.19.3.6.1 a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
  - 9.19.3.6.2 no later than seven days after receipt by the contractor, a certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.19.3.7 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 9.19.3.8 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.19.3.9 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.19.3.10 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

9.19.3.10.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

9.19.3.10.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for services on the project for the duration of the project;

9.19.3.10.3 provide to the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

9.19.3.10.4 obtain from each other person with whom it contracts, and provide to the contractor:

9.19.3.10.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

9.19.3.10.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current coverage ends during the duration of the project;

9.19.3.10.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

9.19.3.10.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.19.3.10.7 contractually require each person with whom it contracts, to perform as required by paragraphs 9.3.3.10.1 thru 9.3.3.10.7, with certificates of coverage to be provided to the person for whom they are providing services.

9.19.3.11 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, or civil actions.

9.19.3.12 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of the notice of breach from the governmental entity.

#### 9.19.4 Professional/Technical Errors and Omissions Liability Insurance:

The Billing Agency shall acquire and maintain Professional / Technical Errors and Omissions Liability Insurance in the amount of \$500,000 each occurrence and \$1,000,000 annual aggregate. This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to

the contractor's professional services required under this contract, and include and extended reporting period provision of a minimum of three (3) years following completion of the work.

- 9.19.4.1 The selected physician or Medical Direction Agency shall have personnel bonded for not less than \$10,000 each, or provide a blanket surety bond in an amount not less than \$50,000 protecting the City from loss due to fraudulent conversion by the Agency of dishonesty of its employees.

#### 9.19.5 Commercial Automobile Liability Insurance:

Contractor is required to maintain insurance protecting the contractor from claims and damages for body injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned vehicles which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to provide Commercial Automobile Liability.

Insurance minimum amounts are as follows:

- 9.19.5.1 Bodily Injury: \$250,000 per person, \$500,000 per accident.

- 9.19.5.2 Property Damage: \$100,000 per accident.

#### 9.20 General Requirements for Insurance Coverage:

- 9.20.1 The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

- 9.20.2 Certificates of Insurance required for each copy of the agreement which specifically set forth evidence of all required coverage will be filed with the City prior to the City's execution of the contract. Worker's Compensation Insurance coverage must be provided to the City prior to the City's award of the contract.

- 9.20.3 The Certificates of Insurance furnished by the contractor as evidence of the Insurance maintained by the contractor will include a clause obligating the Insurer to give the City of Leon Valley ten (10) days prior written notice of cancellation or any material change in the insurance coverage.

- 9.20.4 Waiver of Subrogation:

The City of Leon Valley and the Contractor wave all rights and the rights of their respective insurance companies against each other for damages caused by fire or other perils to the extent such damages are covered by property insurance purchased by either party.

9.20.5 The contractor is responsible for payment of Contract related insurance premiums and deductibles.

9.20.6 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

9.20.7 The Billing Agency shall agree to furnish insurance naming the City of Leon Valley as an additional insured or as named insured in all insurance coverage. The Agency shall also agree to hold harmless the City of Leon Valley, its officers, its agents, officials, and employees, which arise out of any action or omission of the Agency, or any of its officers, agents, or employees, and any and all claims which result from any condition created or maintained by the Agency, or any of its officers, agents, or employees, which condition was not specified to be created or maintained by the contract. The agreement to hold the City of Leon Valley, its officers, agents or employees, harmless shall not be limited to the limits of liability insurance required under the provisions of these specifications or the contract of which these specifications are made a part.

9.20.8 In addition to the insurance requirements called for herein, the Billing Agency hereby agrees to indemnify and hold harmless the City of Leon Valley of any loss it might sustain as a result of the relationship established by the contract to be entered into between the City of Leon Valley and the Agency.

#### 9.21 Compliance With Applicable Laws:

The vendor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Income Tax Withholding, Workers' Compensation, pensions and similar matters.

#### 9.22 Anti-Discrimination in Employment:

9.22.1 The vendor, during the term of this Agreement, and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices,

programs and services which shall include, but not be limited to the following; employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training including apprenticeship.

9.22.2 The vendor shall in all solicitations for employees placed by or on behalf of the contractor, state that all qualified applicants of the Billing Agency will receive consideration of employment without regard to race, color, religion, disability, gender, ancestry, national origin, or place of birth.

9.22.3 Upon request by the City of Leon Valley, the vendor or contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

9.22.4 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

9.22.5 Americans with Disabilities Act:

The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all program activities.

9.23 General Independent Contractor Clause:

This agreement does not create an employer relationship between the parties. It is the parties' intention that the contractor (Billing Agency) will be an independent contractor and not the City of Leon Valley's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas Workers' Compensation Law and Texas Unemployment Insurance Law. The contractor will retain sole and absolute discretion in the judgment of the matter and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Billing Agency and the City of Leon Valley, and the City of Leon Valley will not be liable for any obligation incurred by the Billing Agency, including but not limited to unpaid minimum wages and/or overtime premiums.

#### 9.24 Hot Goods Clause:

The bidder hereby agrees that in the execution of the work he or she will comply with all applicable provisions of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

#### 9.25 Fire Safety:

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard he shall comply with all instructions of the City Fire Marshal during the course of the work.

#### 9.26 Safety Requirements:

All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by OSHA.

#### 9.27 Hazard Communications Act:

In compliance with Article 5182b, Texas Revised Civil Statutes, all employers are required to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the workplace. The City of Leon Valley's Fire Chief is designated as the City's HazComm Officer. Contractors of the City are also required to comply with requirements of this Act.

Contractors are entitled to a copy of the City's workplace chemical list to which the contractor, its employees and agents may be exposed to in the workplace. Contractors are also entitled to a copy of all MSDS sheets for any hazardous chemicals which the City may have in the workplace. Contractors have an obligation to inform its employees and agents of all of these requirements. Contractor shall furnish the City, with the shipped container(s) one (1) copy of the MSDS sheets for each hazardous chemical brought into the City workplace that City employees will have exposure to. In addition, one (1) copy of the MSDS shall be provided with the invoice. Contractors shall sign Attachment G, "Hazard Communications Contractor Acknowledgement" certifying receipt of this information.

#### 9.28 Cancellation:

The City of Leon Valley reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve the City of its responsibility to pay for services or goods provided or furnished to the City prior to the effective date of termination.

#### 9.29 Public Records Access:

It is the intention of the City of Leon Valley to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Purchasing Agent Monday – Thursday, between 7:30 a.m. and 5:30 p.m., and on Friday, 7:30 a.m. and 11:30 a.m. Prior appointment is advisable.

#### 9.30 Recycled Materials:

The City of Leon Valley is interested in purchasing goods and materials incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

#### 9.31 Promotional Advertising:

Reference to or use of the City of Leon Valley, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited.

#### 9.32 Recordkeeping and Record Retention – Public Works Contracts:

The successful bidder on a public works contract shall comply with all State and federal laws regarding minimum or prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material, men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

#### 9.33 Recordkeeping and Record Retention – Cost Reimbursement Contracts:

Where payment to the vendor is made on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.



**Attachment A - Submit With RFP**

**SIGNATURE AFFIDAVIT**

STATE OF TEXAS               §  
  §  
COUNTY OF BEXAR         §

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City of Leon Valley in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith. The undersigned individual acknowledges and attests that he/she is authorized to contractually bind the proposing company or firm submitting the response to the RFP.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_  
the \_\_\_\_\_ of \_\_\_\_\_ on \_\_\_\_\_  
behalf of said bidder this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
  
My commission expires: \_\_\_\_\_

NONCOLLUSION AFFIDAVIT

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Date: \_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by

\_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ on  
(Name) (Title) (Firm/Company)

behalf of said bidder this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

**VENDOR DATA SHEET**

**1. Proposing Billing Agency Name:** \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll-Free Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

**2. Contact Person in the event there are questions about your proposal:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll-Free Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

E-mail: \_\_\_\_\_

**3. Mailing address where City purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll-Free Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

**4. Form prepared by or authorized by:**

\_\_\_\_\_  
Name of Authorized Officer (typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

REFERENCE DATA SHEET

**For Vendor:**

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for five (5) or more installations/services with requirements similar to those detailed in this RFP.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

REFERENCE DATA SHEET – PAGE 2

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

6. (Optional) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe product(s) and/or Services Provided: \_\_\_\_\_

\_\_\_\_\_

Vendors may add additional references as desired.

**COST SUMMARY SHEET**

**For Vendor:**

The City of Leon Valley desires an incentive-based or percentage-based compensation plan to align with goals set forth by both the Contractor and the City. Please fill in the appropriate boxes below. The bidder may provide and innovative fee structures currently in use with other clients for consideration.

**Pricing Options:**

Billing Full Service, including billing, fee collection, reporting and analytical services and delinquent debt services

Per case cost \_\_\_\_\_

% of cash collections \_\_\_\_\_

Collection Agency costs \_\_\_\_\_

Other costs \_\_\_\_\_

Billing/ Collections/Reporting and Analytical Services Only (no delinquent debt services)

Per case cost \_\_\_\_\_

% of cash collections \_\_\_\_\_

Other costs \_\_\_\_\_

Conversion of existing accounts to proposed firm's software and processing

Per case cost \_\_\_\_\_

% of cash collections \_\_\_\_\_

**CONFLICTS OF INTEREST**

**For Vendor:**

The bidder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict, with additional details or relevant detail as necessary. Add additional Attachment F forms as necessary.

Name of Entity: \_\_\_\_\_

Relationship with Vendor: \_\_\_\_\_

\_\_\_\_\_

Description/discussion of the Conflict: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**HAZARDOUS COMMUNICATIONS  
CONTRACTOR ACKNOWLEDGMENT**

IT IS HEREBY UNDERSTOOD AND AGREED THAT \_\_\_\_\_,  
a Contractor under contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
with the City of Leon Valley has received from the City notice of the Contractor's rights  
under the Texas Hazards Communications Act, the chemical list and materials safety  
data sheets for hazardous chemicals that will be present in the City work area.

\_\_\_\_\_, Contractor with the City of Leon Valley, understands  
our obligation to inform our employees and agents of the information provided. Material  
safety data sheets have been received for the following chemicals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

NAME OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_



**BILLING AGENCY QUESTIONNAIRE**

**For Vendor:**

This questionnaire must be completed and returned as part of your proposal. Answers may be provided on a separate sheet, wherever necessary, with the question restated and requested supporting documents attached in this section. Failure to do so may result in disqualification of your proposal. Evaluation of this questionnaire is a significant portion of the proposal evaluation process and award of a contract.

1. Company Name: \_\_\_\_\_

2. What type of technical and financial resources does your Billing Agency have?

\_\_\_\_\_

3a. Net worth of your company: \$ \_\_\_\_\_.

3b. Provide a copy of your Agency's most recent financial report.

4. How long has your Agency been in business? \_\_\_\_\_ years.

5. How many full-time employees are employed by your Agency (branch office, if applicable)? \_\_\_\_\_

6. How many full-time employees will be assigned to this project? \_\_\_\_\_

7. Provide a list of personnel, and their resumes, directly involved in managing and supervising this project. Describe their relevant experience and training.

8. Provide a brief organizational chart describing who will supervise this project and the other staff members assigned and their roles.

9. Provide the contact person's name for your agency's office:

\_\_\_\_\_

Contact Name	Title	Telephone Number
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10. Identify the location where actual collection efforts will take place:

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**BILLING AGENCY QUESTIONNAIRE (Page 2)**

11. How many and what type of branches throughout the continental United States does your Agency have?

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12. Explain the role of the Billing Agency as related to City staff, including the division of tasks between the Agency and City staff.

13. Provide an overall work program for achieving the objective of this RFP (i.e., analytical steps involved).

14. Provide disclosure and supporting documentation, such as "Billing Policy" and "Debt Collections Policy" that will be used by the Agency when directing billing service personnel on dealing with accounts by the telephone or in writing.

15. Provide disclosure and supporting copies of any and all standard invoices, release and assignment of benefits forms, statements, letters and dunning notices presently being utilized.

16. Provide a detailed billing and fee receiving procedure for collecting EMS accounts.

17. Provide a detailed delinquent account procedure for collecting EMS accounts.

18. How many similar contracts do you presently have (or previously had) with other municipalities or other public or private EMS services?

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19. List the names of these companies or municipalities; with the name and phone number of the contact within the company or municipal government and indicate past or present client plus length of contract.

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**BILLING AGENCY QUESTIONNAIRE (Page 3)**

20. What billing software does your firm utilize?

- a. Does it have the ability to report trauma reporting information requested of EMS agencies by the Texas Department Of State Health Services Trauma Registry?

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- b. If so, are there additional costs to retrieve this information?

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- c. Additional costs are? \_\_\_\_\_

21. Is your Agency capable of receiving and processing patient/case information electronically via a server running Tablet PCR Software?

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22. Provide loss runs for the past five years for all general liability and errors and omission liability coverages.

23. List any (past or present) lawsuits filed against your firm and disposition of the lawsuits.

24. Provide a copy of a patient care report generated by your firm's software.